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This document was  
prepared by:  
Dewey, Ballantine, Bushby,  
Palmer & Wood  
140 Broadway  
New York, New York 10005

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## ASSIGNMENT

FROM

AMPROP FINANCE COMPANY

to

AMOCO PROPERTIES LEASING INCORPORATED

Dated as of August 1, 1989

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~~Record and return to:~~  
White & Case  
1155 Avenue of the Americas  
New York, New York 10036  
Attn: Willis McDonald, Esq.

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ASSIGNMENT, dated as of August 1, 1989 (herein, together with all supplements and amendments hereto, called this "Agreement"), from AMPROP FINANCE COMPANY, an Indiana corporation, having an office at 200 E. Randolph Drive, Chicago, Illinois 60601 (herein, together with its successors, if any, by merger, consolidation or by sale, assignment or transfer under Section 6.10 of the Indenture hereinafter mentioned, called the "Company" and sometimes hereinafter referred to as the "Assignor") to AMOCO PROPERTIES LEASING INCORPORATED, a Delaware corporation, having an office at 200 E. Randolph Drive, Chicago, Illinois 60601 (herein, together with its successors, if any, by merger, consolidation or by sale, assignment or transfer under Section 6.10 of the Indenture hereinafter mentioned, called "Leasco").

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in the Indenture.

The Company has: (i) a fee estate in a certain parcel of real property located in Chicago, Illinois (the "Chicago Land"), which parcel of real property is more fully described in Appendix A hereto; and (ii) a fee estate in certain buildings, structures and other improvements (including fixtures, equipment and other related property) located on the Chicago Land (hereinafter referred to as the "Chicago Improvements") subject to the estate for years held by Midcontinent pursuant to the Midcontinent Ground Lease.

Leasco is a wholly-owned subsidiary of the Company and has, contemporaneously with the execution of this Assignment, entered into a sublease with the Company (the "Sublease") pursuant to which Leasco has been granted a subleasehold estate in substantially all of the Chicago Improvements.

Leasco has subleased a portion of the Chicago Improvements to Amoco Corporation, an Indiana corporation ("Amoco") pursuant to a Lease Agreement dated as of the date hereof, between Leasco and Amoco (the "Amoco Chicago Lease").

The Company has entered into certain Chicago Third Party Leases relating to the Chicago Improvements, which Chicago Third Party Leases are hereby being assigned to Leasco pursuant to this Agreement.

The Trust Indenture and Mortgage (the "Indenture") dated as of the date hereof from the Company and Leasco to Morgan Guaranty Trust Company of New York, a New York corporation, having its corporate trust office at 30 West Broadway, New York, New York 10015 creates a first mortgage lien on, among other things, the land and a first mortgage lien on: (i) Leasco's right, title and interest as lessee

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under the Sublease; (ii) Leasco's right, title and interest, pursuant to this Agreement, as lessor under the Chicago Third Party Leases, whether now existing or hereafter entered into; (iii) Leasco's right, title and interest as lessor under the Amoco Chicago Lease; (iv) Leasco's right, title and interest as lessor under any Additional Space Leases in respect of any portion of the Chicago Property, whether now existing or hereafter entered into; and (v) the Company's future right, title and interest, if any, as lessor under the Amoco Chicago Lease, any Chicago Third Party Lease and any Additional Space Lease, in each case, whether now existing or hereafter entered into.

For good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and Leasco are entering into the undertakings herein set forth and have caused this Agreement to be recorded in the office of the Recorder of Deeds of Cook County, Illinois on the date of, but after the recording of, the Indenture in such offices.

Now, therefore, the parties hereto agree as follows:

1. The Assignor, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in furtherance of the performance and observance of the provisions of the Sublease has irrevocably and unconditionally assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to Leasco all of the Assignor's estate, right, title and interest as lessor under and in and to the existing Chicago Third Party Leases, together with all rights, powers, privileges, options and other benefits of the Assignor under such instruments, including, but not by way of limitation: (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance, proceeds, monies and security payable to or receivable by any lessor under the existing Chicago Third Party Leases or pursuant to any of such instruments; (ii) the right to make all waivers and agreements; (iii) the right to give all notices, consents and releases; (iv) the right to take such action upon the happening of a default under any of the existing Chicago Third Party Leases, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any of such existing Chicago Third Party Leases or by law; and (v) the right to do all other things which the Assignor is or may become entitled to do as lessor under any of such existing Chicago Third Party Leases.

2. The Assignor represents to Leasco that, to the best of the Assignor's knowledge, the existing Chicago Third

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Party Leases are in full force and effect and that no default by the Company or Leasco under any such instrument has occurred and is continuing thereunder. The Assignor represents to Leasco that the Assignor has not executed any other assignment of the Chicago Third Party Leases.

3. The Assignor agrees that the assignment made by this Agreement is irrevocable and unconditional, and that it will not take any action as lessor under the Chicago Third Party Leases or otherwise, which is inconsistent with the provisions of this Agreement or the Sublease, or make any other assignment, designation or direction inconsistent herewith or therewith and that any assignment, designation or direction inconsistent herewith shall be void; provided, however, that upon the expiration or earlier termination of the Sublease, all rights to all Chicago Third Party Leases in effect at such time (whether now existing or hereafter entered into by Leasco) shall immediately vest in the Assignor and Leasco will no longer have any interest in such Chicago Third Party Leases. The assignment made by this Agreement is subject to the rights and obligations of the Assignor set forth in the Sublease. The Assignor will, from time to time, upon the request of Leasco execute all instruments of further assurance and all such supplemental instruments as Leasco may specify in such request.

4. This Agreement shall become effective upon the execution of the Sublease and shall terminate upon the expiration or earlier termination of the Sublease or at such other time as the parties hereto may agree.

5. This Agreement shall inure to the benefit and be binding upon the parties hereto and upon their respective successors and assigns.

6. This Agreement shall be governed in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of Illinois, but nothing herein contained in this Section 6 shall be deemed to alter the rights, duties and immunities of the Trustee or any separate or co-trustee set forth in Articles X and XI, respectively, of the Indenture and such rights, duties and immunities so set forth shall be governed by the law of the State of New York.

\*\* end of Agreement \*\*

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IN WITNESS WHEREOF, the Assignor and Leasco have caused this Agreement to be executed and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized.

**AMPROP FINANCE COMPANY,  
Assignor**

[Corporate Seal]

By *R. Swanson*  
*R. Swanson*  
Its Vice President

Attest:

*J. M. Parker*  
Assistant Secretary

**AMOCO PROPERTIES LEASING  
INCORPORATED**

[Corporate Seal]

By *J. M. Parker*  
*J. M. Parker*  
Its Vice President

Attest:

*R. Swanson*  
Assistant Secretary

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STATE OF NEW YORK )  
                          :        ss.:  
COUNTY OF NEW YORK )

Before me, John H. Williams, a Notary Public in and for the county and state referred to above on this day personally appeared James J. Williams, personally known to me to be the President of AMOCO PROPERTIES LEASING INCORPORATED, a Delaware corporation, and the corporation described in and which executed the foregoing instrument and John H. Williams, personally known to me to be the Secretary of such corporation, each of whom, being by me duly sworn, did severally depose and say that they reside at 100 E. 21st St. New York, N.Y. 10003 and 100 E. 21st St. New York, N.Y. 10003, respectively; that they signed and delivered the foregoing instrument as such James J. Williams and John H. Williams, respectively of such corporation; that they know the corporate seal of such corporation and have caused such corporate seal to be affixed to the foregoing instrument; that such corporate seal was so affixed to the foregoing instrument pursuant to authorization by the board of directors of such corporation as their free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of August, A.D. 1989.

(NOTARIAL SEAL)

John H. Williams  
My commission expires:

Cook County Clerk's Office

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## APPENDIX A

### DESCRIPTION OF THE CHICAGO LAND

The Chicago Land, which is situated in the County of Cook and in the State of Illinois, having a street address of 200 East Randolph Drive, Chicago, Illinois 60601 and a Perm Tax No. for Parcel No. 1 of 17-10-316-002-0000 and a Perm Tax No. for Parcel Nos. 2 and 3 of 17-10-316-020-0000, and may be modified as provided in a Ground Lease dated as of April 1, 1970 and amended as of October 1, 1970, between Standard Oil Realty Corporation and Midcontinent Properties, Inc., consists of the parcels of land described below together with all easements and other appurtenances thereto.

#### PARCEL 1:

A parcel of land, being a part of the lands lying East of and adjacent to that part of the Southwest fractional quarter of fractional Section 10, Township 39 North, range 14 East of the third principal meridian included within "Fort Dearborn Addition to Chicago, being the whole of the Southwest fractional quarter of Section 10, Township 39 North, range 14 East of the third principal meridian" which parcel of land is bounded and described as follows:

BEGINNING at the point of intersection of the East line of N. Stetson Avenue as shown and defined on the Plat titled "Plat of Mid-America, a Resubdivision of the Prudential and Illinois Central Subdivision", and recorded in the Office of the Recorder of Cook County, Illinois, on November 20, 1957 as Document No. 17069914, with the North line extended East, of E. Randolph Street, and running

THENCE North along said East line of N. Stetson Avenue, being a line which is 451.50 feet, measured perpendicularly, East from and parallel with the East line of N. Beaubien Court, a distance of 386.193 feet;

THENCE East, along a line which is perpendicular to said East line of N. Stetson Avenue, a distance of 332.541 feet;

THENCE Southeastwardly along a straight line, a distance of 28.284 feet, to a point which is 352.541 feet, measured perpendicularly, East from said East line of N.



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Stetson Avenue, and 20.00 feet, measured perpendicularly, South from said last described course extended East;

THENCE South along a line which is 352.541 feet, measured perpendicularly, East from and parallel with said East line of N. Stetson Avenue, a distance of 369.993 feet to an intersection with said North line of E. Randolph Street extended East, and

THENCE West along said North line of E. Randolph Street extended East, a distance of 352.561 feet to the point of BEGINNING; excepting from the West 22.00 feet of said parcel of land that part thereof which lies below and extends downward from a horizontal plane having an elevation of 12.50 feet above Chicago City Datum (being that part of said parcel of land dedicated for subway purposes by instrument recorded in said Recorder's Office on the 25th day of February, 1972, as Document No. 21817951).

## PARCEL 2:

A certain parcel of land lying East of and adjoining Fort Dearborn Addition to Chicago, said Addition being the whole of the Southwest fractional quarter of Section 10, Township 39 North, range 14 East of the third principal meridian, County of Cook, State of Illinois, said parcel comprising that part of the South half of E. Lake Street lying between the Easterly line of N. Stetson Avenue and the Westerly line of N. Columbus drive as defined in the Amending Lake Front Ordinance passed by the City Council of the City of Chicago on September 17, 1969, recorded in the Recorder's Office of Cook County, Illinois, on April 10, 1970 as Document No. 21132412 ("1969 Amending Lake Front Ordinance"), said parcel being bounded and described as follows:

BEGINNING at the point of intersection of the East line of N. Stetson Avenue, as shown and defined on the Plat titled "Plat of Mid-America, a Resubdivision of the Prudential and Illinois Central Subdivision", and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 20, 1957, as Document No. 17069914, with the North line extended East, of E. Randolph Street, and running

THENCE North along said East line of N. Stetson Avenue, being a line which is 451.50 feet, measured perpendicularly, East from and parallel with the East line of N. Beaubien Court, a distance of 386.193 feet for a point of BEGINNING of the property herein described;

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THENCE North along the East line of N. Stetson Avenue extended North, a distance of 37 feet;

THENCE East along a line which is perpendicular to said East line of N. Stetson Avenue extended, a distance of 352.541 feet;

THENCE South and parallel with said East line of N. Stetson Avenue extended, a distance of 57 feet;

THENCE Northwesterly along a straight line to a point 332.541 feet, Easterly of and perpendicular to the place of BEGINNING on the North line of the premises conveyed in deed dated October 2, 1969 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 20977373;

THENCE West along said North line, 332.541 feet to the place of BEGINNING, all of said property being part of the lands lying East of and adjacent to that part of the Southwest fractional quarter of fractional Section 10, Township 39 North, range 14 East of the third principal meridian, included within "Fort Dearborn Addition to Chicago, being the whole of the Southwest fractional quarter of Section 10, Township 39 North, range 14 East of the third principal meridian", in Cook County, Illinois;

except the portion of the above described property dedicated to the City of Chicago for street purposes pursuant to the 1969 Amendatory Lakefront Ordinance (The "Dedication Property") which excepted portion lies below a plane extending horizontally Southward from the North line of the above-described property, the profile of which plane (as viewed from the South) is described as follows:

BEGINNING at the point of intersection of the West line of N. Columbus Drive with the North line of the above described parcel (said North line being coincidental with the centerline of E. Lake Street, 74.00 feet wide) said point being at an elevation of 41.360 feet above Chicago City Datum, and running

THENCE West on a straight inclined line to a point of vertical curve which is 100.54 feet, measured horizontally, from said West line of N. Columbus Drive, said point being at an elevation of 42.121 feet above Chicago City Datum; THENCE West along a 100 foot vertical (parabolic) curve, the tangent lines of which intersect at a point 150.54 feet, measured horizontally, West from

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said West line of N. Columbus Drive at elevation of 42.500 feet above Chicago City Datum, to the point of tangency of said vertical curve which is 200.54 feet, measured horizontally, West from said West line of N. Columbus Drive, said point of tangency being at an elevation of 41.805 feet above Chicago City Datum; THENCE West on a straight inclined line to a point of vertical curve which is 305.54 feet measured horizontally, from said West line of N. Columbus Drive, said point of vertical curve being at an elevation of 40.347 feet above Chicago City Datum; THENCE West along a 50 foot vertical (parabolic) curve, a distance of 47.001 feet, measured horizontally to the East line, extended, of N. Stetson Avenue, said point on the vertical curve being at an elevation of 40.001 feet above Chicago City Datum, the tangent lines of said vertical curve intersect at a point 330.54 feet, measured horizontally, West from said West line of N. Columbus Drive at elevation 40.000 feet above Chicago City Datum and the point of tangency of said vertical curve being 355.54 feet, measured horizontally, West from said West line of N. Columbus Drive at an elevation of 40.000 feet above Chicago City Datum.

## PARCEL 3:

A certain parcel of land lying East of and adjoining Fort Dearborn Addition to Chicago, said Addition being the whole of the Southwest fractional quarter of Section 10, Township 39 North, range 14 East of the third principal meridian, County of Cook, State of Illinois, said parcel comprising that part of the North one-half of E. Lake Street lying between the Easterly line of N. Stetson Avenue and the Westerly line of N. Columbus Drive as defined in the Amendatory Lake Front Ordinance passed by the City Council of the City of Chicago on September 17, 1969, recorded in the Recorder's Office of Cook County, Illinois, on April 10, 1970 as Document No. 21132412 ("1969 Amendatory Lake Front Ordinance"), said parcel being bounded and described as follows:

BEGINNING at the point of intersection of the East line of N. Stetson Avenue, 74.00 feet wide, as said N. Stetson Avenue is shown and defined on the Plat titled "Plat of Mid-America, a Resubdivision of the Prudential and Illinois Central Subdivision", and recorded in the Recorder's Office of said Cook County, Illinois on November 20, 1957 as Document No. 17069914, with the North line of E. Lake Street, 74.00 feet wide, as said E. Lake Street is defined in the 1969 Amendatory Lake Front Ordinance (said point of intersection being 460.193 feet measured along said East line of N. Stetson Avenue

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North from the point of intersection of said East line with the North line, extended East of E. Randolph Street) and running.

THENCE South along said East line of N. Stetson Avenue, a distance of 37.00 feet to the Northerly line of the property conveyed to Standard Oil Company, an Indiana corporation, by deed dated October 2, 1969, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 20977375;

THENCE East along a line perpendicular to said East line of N. Stetson Avenue (said perpendicular line being the North line of the property conveyed to Standard Oil Company, an Indiana corporation, by deed recorded in said Recorder's Office as Document No. 20977375) a distance of 352.541 feet to an intersection with the West line of N. Columbus Drive as said N. Columbus Drive was dedicated and conveyed to the City of Chicago by instrument recorded in said Recorder's Office on the 5th day of June, 1973, as Document No. 21925615;

THENCE North along said West line of N. Columbus Drive, a distance of 37.00 feet to the South line of the adjoining property;

THENCE West along a line which is perpendicular to said East line of N. Stetson Avenue, a distance of 352.541 feet to the point of BEGINNING, except the portion of the above described property dedicated to the City of Chicago for street purposes pursuant to the 1969 Amendatory Lake-Front Ordinance (The "Dedication Property") which excepted portion lies below a plane extending horizontally Northward from the South line of the above-described property, the profile of which plane (as viewed from the South) is described as follows:

BEGINNING at the point of intersection of the West line of N. Columbus Drive with the South line of the above described parcel (said South line being coincidental with the centerline of E. Lake Street, 74.00 feet wide) said point being at an elevation of 41.360 feet above Chicago City Datum, and running.

THENCE West on a straight inclined line to a point of vertical curve which is 100.54 feet, measured horizontally, from said West line of N. Columbus Drive, said point being at an elevation of 42.121 feet above Chicago City Datum; THENCE West along a 100 foot vertical (parabolic) curve, the tangent lines of which intersect at a point 150.54 feet, measured horizontally, West from said West line of N. Columbus Drive at elevation 42.500

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feet above Chicago City Datum, to the point of tangency of said vertical curve which is 200.54 feet, measured horizontally, West from said West line of N. Columbus Drive, said point of tangency being at an elevation of 41.805 feet above Chicago City Datum; THENCE West on a straight inclined line to a point of vertical curve which is 305.54 feet measured horizontally, from said West line of N. Columbus Drive, said point of vertical curve being at an elevation of 40.347 feet above Chicago City Datum; THENCE West along a 50 foot vertical (parabolic) curve, a distance of 47.001 feet measured horizontally to the East line, extended, of N. Stetson Avenue, said point on the vertical curve being at elevation of 40.001 feet above Chicago City Datum, the tangent lines of said vertical curve intersect at a point 330.54 feet, measured horizontally, West from said West line of N. Columbus Drive at elevation of 40.000 feet above Chicago City Datum and the point of tangency of said vertical curve being 355.54 feet, measured horizontally, West from said West line of N. Columbus Drive at an elevation of 40.000 feet above Chicago City Datum.

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